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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/777,353	02/05/2001	Patrick Steven Cunningham	8134-A-1	5161
43354 7590 09/19/2007 MESCHKOW & GRESHAM, P.L.C. 5727 NORTH SEVENTH STREET, SUITE 409 PHOENIX, AZ 85014			EXAMINER KARMIS, STEFANOS	
			ART UNIT 3691	PAPER NUMBER
			MAIL DATE 09/19/2007	DELIVERY MODE PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

## Office Action Summary

Application No.

09/777,353

Applicant(s)

CUNNINGHAM, PATRICK  
STEVEN

Examiner

Stefano Karmis

Art Unit

3691

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 22 June 2007.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 8-10, 12-14 and 16 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 8-10, 12-14 and 16 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

### **DETAILED ACTION**

1. The following communication is in response to Applicant's amendment filed 22 June 2007.

#### *Status of Claims*

2. Claims 8, 10, 12, 13 and 16 are currently amended. Claims 8-10, 12-14 and 16 are currently pending.

#### *Claim Rejections - 35 USC § 112*

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4. Claims 8-10, 12-14 and 16 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Regarding claim 8, the phrase "allowing one of the builders to select from the loan website a desired lender..." renders the claim indefinite because it is unclear whether the builder actually selects a lender or not. No selection actually occurs in the limitation. Amending the claim to recite "selecting by one of the builders from the loan website a desired lender..." or something similar would overcome the rejection.

Regarding claim 8, the phrase "automatically transferring to a lender website of the desired lender via a link on the loan website..." renders the claim indefinite because it is not

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clear what/who is being transferred. It is interpreted by the Examiner that the builder is transferred, therefore the limitation is interpreted as “automatically transferring the builder to a lender website of the desired lender via a link on the loan website...”

Regarding claim 12, the phrase “contingency fund” renders the claim indefinite. The Examiner cannot find a “contingency fund” in the specification. Instead the specification references a “contingency/change order” which appears to be a line item budget amount and not an actual fund.

Claims 9, 10, 13-14 and 16 stand rejected under 35 U.S.C. 112, second paragraph based on their dependency to claim 8.

### *Claim Rejections - 35 USC § 103*

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 8-10 and 14 rejected under 35 U.S.C. 103(a) as being unpatentable over Ingram et al. (hereinafter Ingram) U.S. Publication 2002/0077967 in view of LendingTree.

Regarding independent claim 8, Ingram teaches an automated construction loan administration system in which a builder goes to its respective website and requests to apply for a loan (page 4, paragraph 0048). The builder submits a detailed description of the project plan and approving the construction loan (page 4, paragraph 0048). Ingram further teaches that once

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approved for the loan, the builder would take advantage of the dynamic draw request and performing the funding (page 5, paragraph 0049). Ingram fails to teach that the website contains a list of desired lenders, and in response to selection of a desired lender, automatically transferring the builder to a lender website for approval of the loan. LendingTree teaches an operational website where customers can apply for loans (see [lendingtree.com](http://lendingtree.com); page 1). LendingTree teaches the ability to click on the available lenders and be directed to a lender website (lenders page; pages 1-4). LendingTree teaches the use of a Q-Form to provide information about the desired loan and teaches the ability to negotiate directly with the lender by leaving [LendingTree.com](http://LendingTree.com) and finalize the loan, and then return to [LendingTree.com](http://LendingTree.com) to update the records (see FAQ; pages 1-3). LendingTree further teaches that the lenders obtain credit information before authorizing the loan (see FAQ; pages 1-3). Therefore it would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to modify teachings the construction loan teachings of Ingram to include the ability to leave a loan website and communicate directly with the lender as taught by LendingTree because it allows for processing and authorizing the loan in an efficient and expedient manner by having direct communications between the lender and the borrower.

Claims 9 and 10, Ingram teaches that the builders enters a username and password to access the loan website (page 4, paragraph 0048, see first column).

Claim 14, Ingram teaches accessing status reports on the construction project (page 5, paragraph 0049).

7. Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over Ingram et al. (hereinafter Ingram) U.S. Publication 2002/0077967 in view of LendingTree in further view of Project Management.

Regarding claim 12, Ingram fails to disclose calculation of a budget/actual cost difference as either a surplus or deficit. Project Management discloses such a calculations at page 814 “Cost Variance” topic particularly. See also pages 813-830. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Ingram in view LendingTree to include consideration of calculated surplus/overrun (deficit) because it provides for controlling the budget and minimizing risk associated by controlling the surplus/deficit.

8. Claims 13 and 16 are rejected under 35 U.S.C. 103(a) as being unpatentable over Ingram et al. (hereinafter Ingram) U.S. Publication 2002/0077967 in view of LendingTree in further view of Pacifica.

Regarding claims 13 and 16, Ingram teaches draw processing (page 5, paragraph 0049). Ingram fails to teach obtaining properly signed waiver of lien and contractor affidavits from each entity associated with s specific work item and trade category within a construction project. Pacifica teaches waivers of liens and contractor affidavits (pages 3 and 7). It would have been obvious to one of ordinary skill at the time of the Applicant’s invention to modify the teachings

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of Ingram in view of LendingTree to include such liens and affidavits to facilitate completion of financing processes for a construction project.

*Conclusion*

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Stefano Karmis whose telephone number is (571) 272-6744. The examiner can normally be reached on M-F: 8-5.

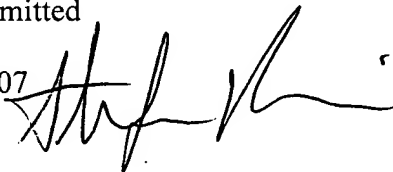
If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alex Kalinowski can be reached on (571) 272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Respectfully Submitted

Stefano Karmis

06 September 2007

A handwritten signature in black ink, appearing to read 'Stefano Karmis', is written over the typed name and date.